

ESTTA Tracking number: **ESTTA154878**

Filing date: **08/03/2007**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92047740
Party	Defendant Newspapers for Women, Inc.
Correspondence Address	Newspapers for Women, Inc. 5110 E Lake Valencia Blvd. Palm Harbor, FL 34684 UNITED STATES tkrajaci@tampabay.rr.com
Submission	Answer
Filer's Name	Peter Krajacic
Filer's e-mail	Tkrajaci@tampabay.rr.com
Signature	/Peter Krajacic/
Date	08/03/2007
Attachments	Answer to Petition to Cancel No. 92047740.pdf (3 pages)(17757 bytes) Marder Vs Newspapers for women, Inc Mediation settlement agreement.pdf (11 pages)(681356 bytes) mutual release Marder vs Newspapers for Women, Inc.pdf (6 pages)(259414 bytes) certified Mail receipt Brian Gibbons Attorney of Peter Marder.pdf (1 page)(109931 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE
THE TRADEMARK TRIAL AND APPEAL BOARD

NEWSPAPERS FOR WOMEN, INC.,
a Florida Corporation,
defendant

v.

PETER W. MARDER
an individual,
plaintiff

Cancellation No. 92047740

In the matter of:
Registration No. 3,113,982

ANSWER

Defendant, Newspapers for Women, Inc. a Florida Corporation address
is 5110 E. Lake Valencia Blvd., Palm Harbor, FL 34684.

1. Plaintiff used “Women’s News” not WN on his publications in all dealings
with the Defendant.
2. Defendant has no knowledge of the good will developed by Plaintiff other than
the materials, (including, newspapers, brochures etc;) presented to Defendant.
3. Defendant has no knowledge of the sums spent by Plaintiff other than the
materials, (including, newspapers, brochures etc ;) presented to Defendant.
4. Defendant has no knowledge of the valuable reputation of Plaintiff other than the
materials, (including, newspapers, brochures etc ;) presented to Defendant.
5. Affirm registration no. 3113982 was issued on or about July 11, 2006 to
Defendant as stated.
6. Affirm registration no. 3113982 is for the use of trademark WN in

- connection with “publication of electronic newspapers of interest to women accessible via global computer network, in international class 41.”
7. N/A
 8. N/A
 9. Defendant is using the WN mark via global computer network, in International Class 41. Not only is Defendant not barred from using WN via global computer network, in International Class 41., but Plaintiff is in fact barred from using WN in the connection with the title of any newspaper or magazine published in the United States. Per the attached Mediation Settlement Agreement, United States District Court Middle District Of Florida Tampa Division Case No. : 8:05-CV-617-T-26TGW.
 10. Defendant avers that it started using the WN mark on 12/15/2004.
 11. Defendant has not abandoned mark described in registration no. 3113982, a website is under construction at this time.
 12. Not only did Plaintiff not use WN mark in connection with its above stated goods during the time of its affiliation with Defendant, but Defendant in fact had been using the WN mark in publication since that 12/15/2004.
 13. Plaintiff only started using the WN mark after its attempt to bar Defendant from using the WN mark which it had been using since 12/15/2004.
 14. If Defendant is permitted to maintain registration no. 3113982, Defendant would continue to have at least a prima facie exclusive right to the mark WN in

connection with such services, and said registration would preclude Plaintiff from registering the trademark WN which the Defendant has been using since 12/15/2004 and which Plaintiff has attempted to start using since the attached Mediation Settlement Agreement. Cancellation of registration no. 3113982 would in fact become as source of damage and injury to Defendant.

15. According to attached Mediation Settlement Agreement (pgs. 3 & 4), Plaintiff has agreed to not use the WN mark “in the title of any newspaper or magazine published in the United States,” and therefore this entire petition to cancel becomes moot.

WHEREFORE, Defendant prays that Registration No. 3113982 not be cancelled.



By _____
Peter S. Krajacic
President, Newspapers for Women, Inc.
727-784-8057

07/30/2007
Date

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

PETER MARDER,

Plaintiff,

Case No.: 8:05-CV-617-T-26TGW

vs.

LINDA A. BLUME;
TLC BLUME, INC.;
PETER KRAJACIC, CHRISTINA KRAJACIC
a/k/a TINA KRAJOCIC,
JOHN BANDO, LINDA BANDO,

Defendant.

MEDIATION SETTLEMENT AGREEMENT

The undersigned parties enter into this mediation stipulation pursuant to the agreements reached at the mediation conference held in this matter on Wednesday, March 15, 2006, before Charles W. Ross, Certified Mediator; the parties having conducted a confidential and privileged mediation session pursuant to the terms and conditions of the written engagement letter furnished by the mediator to each party's counsel, the terms and conditions of which have been accepted by said counsel and their parties, the mediation having been successfully concluded to the satisfaction of all of the parties and their respective counsel; the parties having agreed to the terms of a full and final settlement of all claims herein; and the parties further having agreed to abide by the following terms and conditions of this mediation settlement, the parties agree as follows:

1. **EXCHANGE OF CONSIDERATION:** As consideration for this mediation settlement agreement, the parties hereby agree that the following matters shall be performed in settlement of this claim:

The Defendants, their assigns employees, agents and any entity with whom Defendants are affiliated, whether directly or indirectly, shall not purchase articles or enter into any contractual relationship with Metro Creative Graphics, Inc. ("Metro") or in any way utilize the services or materials produced by Metro, for a period of 5 years from the date of this Settlement Agreement. Further, the Defendants, their assigns employees, agents & any entity with whom Defendants are affiliated, directly or indirectly, shall not own, operate, assist

or be involved with any newspaper or magazine, including such publication or distribution, which uses or incorporates the name or title "Women's News", "Women", "Woman", the letters "WN" or other such terms which ~~incorporate~~ incorporate the term "Women", for a period of ^{84B} ^{84C} ^{84D} ^{84E} ^{84F} ^{84G} ^{84H} ^{84I} ^{84J} ^{84K} ^{84L} ^{84M} ^{84N} ^{84O} ^{84P} ^{84Q} ^{84R} ^{84S} ^{84T} ^{84U} ^{84V} ^{84W} ^{84X} ^{84Y} ^{84Z} ^{85A} ^{85B} ^{85C} ^{85D} ^{85E} ^{85F} ^{85G} ^{85H} ^{85I} ^{85J} ^{85K} ^{85L} ^{85M} ^{85N} ^{85O} ^{85P} ^{85Q} ^{85R} ^{85S} ^{85T} ^{85U} ^{85V} ^{85W} ^{85X} ^{85Y} ^{85Z} ^{86A} ^{86B} ^{86C} ^{86D} ^{86E} ^{86F} ^{86G} ^{86H} ^{86I} ^{86J} ^{86K} ^{86L} ^{86M} ^{86N} ^{86O} ^{86P} ^{86Q} ^{86R} ^{86S} ^{86T} ^{86U} ^{86V} ^{86W} ^{86X} ^{86Y} ^{86Z} ^{87A} ^{87B} ^{87C} ^{87D} ^{87E} ^{87F} ^{87G} ^{87H} ^{87I} ^{87J} ^{87K} ^{87L} ^{87M} ^{87N} ^{87O} ^{87P} ^{87Q} ^{87R} ^{87S} ^{87T} ^{87U} ^{87V} ^{87W} ^{87X} ^{87Y} ^{87Z} 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^{132U} ^{132V} ^{132W} ^{132X}

The term of letters "WN" in ^{the title for} any newspaper or magazine published or distributed in the United States, for a period of 5 years from this Settlement Agreement.

All written contracts previously executed between Plaintiff + any of the Defendants herein, including all leases, licenses and other contracts described in the pleadings filed in this lawsuit are hereby set aside + hereafter null + void. The parties shall execute + exchange mutual general releases and this lawsuit will be dismissed with prejudice, with each party to bear their own

attorney's fees & court costs herein. Such rehearings & dismissed will be executed & processed within 10 days hereafter will include all complaints & counter claims herein.

Each party will hereafter refrain from making negative or disparaging comments or communications about the other.

To the extent this Agreement is signed by a parties spouse, said spouse affirms full authority to bind such spouse hereto.

The geographic restriction for all covenants hereunder shall encompass the United States of America, for a period

of 5 years from the date
of this settlement.

2. Except for the terms and conditions of this Mediation Settlement Agreement, which Agreement shall survive releases exchanged between the parties, the parties to this Mediation Agreement have agreed, and do hereby agree, to release, acquit, and discharge one another from all claims, causes of action, or damages which were asserted, or might have been asserted, in all of the pleadings and claims filed in the above-captioned proceeding. The parties agree to execute and exchange mutual general releases, to be prepared by the undersigned counsel, within ten (10) days of the execution of this Mediation Agreement; and this action shall be dismissed with prejudice, with each party to bear its respective attorney's fees and court costs herein incurred.

3. The terms of this settlement agreement shall be kept strictly confidential, and such confidentiality shall be enforceable by a Court of competent jurisdiction. The parties may, however, discuss the terms of this mediation

settlement with their spouses, attorneys, business partners, board of directors, and accountants, and with other persons as have a true and legitimate need to know of the information set forth herein. However, the terms of this settlement shall not be discussed with third parties who have no involvement in this dispute or otherwise have no legitimate need to know of the information set forth herein, except as may be required by court order or other subpoena or judicial process.

4. The signatories to this agreement represent the parties to this mediation as noted below. Each party's representative has full authority to execute this agreement on behalf of the parties and entities reflected below. Each party enters into this agreement knowingly and voluntarily, having consulted with legal counsel and being satisfied with the terms and conditions of this settlement.

5. Each of the parties to this agreement has previously agreed to the mediation of these matters by Charles W. Ross, certified mediator, pursuant to the terms and conditions of the written engagement letter furnished by the mediator to the parties' counsel, which terms are accepted by the parties hereto. The parties have agreed to compensate the mediator for his services, pursuant to the hourly rate schedule set forth under the engagement letter, and they acknowledge that payment to the mediator is due and owing upon execution of this agreement. The parties and their respective legal counsel shall be responsible for obtaining payment due to the mediator upon conclusion of the mediation conference.

6. In the event of a dispute regarding the terms and conditions of this mediation agreement, or in the event of an ambiguity regarding the meaning of

this agreement, then the parties hereto agree to submit such issues to the mediator for a further mediation conference. Such follow up mediation shall be a condition precedent to the pursuit of legal action to construe this agreement or otherwise resolve any ambiguities. This settlement agreement is a binding agreement under the laws of the State of Florida and has been carefully reviewed by each of the parties hereto and by each party's legal counsel prior to its execution. This agreement may be enforced by the above-captioned court or by any other court of competent jurisdiction, if necessary. Should legal action be required to enforce this settlement agreement, the prevailing party shall be entitled to be paid its reasonable attorney's fee and court costs incurred in enforcing the terms of this settlement agreement.

7. This mediation agreement sets forth the entire and complete settlement agreement between the parties relative to this matter and may not be modified or amended except by written agreement executed by all of the parties set forth below. This written settlement agreement may not be modified by oral discussions occurring prior to or after its execution.

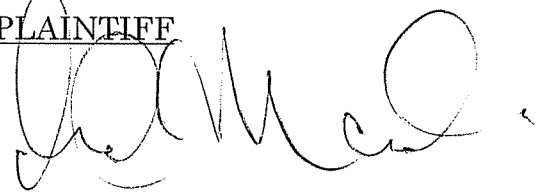
8. The undersigned legal counsel, as representatives of the parties hereto, and the undersigned parties, agree to cooperate with one another and to assist one another in the execution of all releases, stipulations for dismissal, and other such documents as may be reasonably necessary to successfully conclude this matter pursuant to the terms of this mediation agreement.

9. This Mediation Agreement is made as a settlement and compromise of disputed claims. No party to this Mediation Settlement Agreement admits any liability or wrongdoing as a result of the execution of this Agreement.

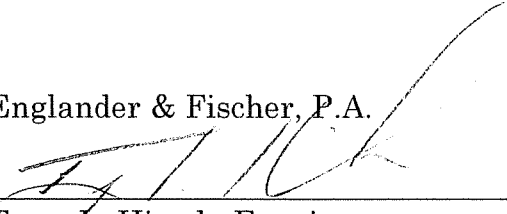
10. This Settlement Agreement has been prepared by the parties and their legal counsel as a direct result of their negotiations at the mediation conference. The parties to the mediation accept this agreement as their work product and acknowledge that this agreement has not been prepared by the mediator, but has been drafted through the combined efforts of the parties and their counsel, who accept full responsibility for preparing this agreement and negotiating the terms and conditions set forth herein.

IN WITNESS WHEREOF, this mediation settlement agreement has been made, knowingly and voluntarily, by the parties designated below; and this agreement has been approved by said parties' legal counsel on the date set forth below.

PLAINTIFF


Peter Marder
Dated 3/15/06

Englander & Fischer, P.A.


Terry L. Hirsch, Esquire
Post Office Box 1954
St. Petersburg, FL 33731
Attorney for Plaintiff
Dated: 3/15/06

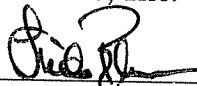
DEFENDANT



Linda A. Blume

Dated 3/15/06

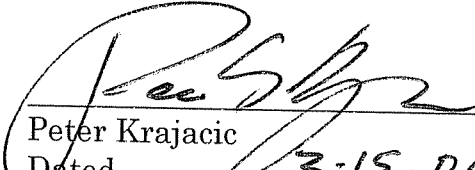
TLC Blume, Inc.

By: 

Print Name Linda Blume

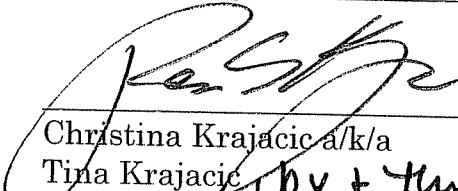
Its President / owner

Dated: 3-15-06



Peter Krajacic

Dated 3-15-06



Christina Krajacic a/k/a

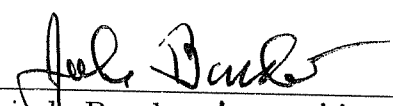
Tina Krajacic, by + through her husband / agent.

Dated 3-15-06



John Bando


Dated 3/15/06



Linda Bando

, by + through her husband / agent.

Dated 3/15/06



Gray Robinson, P.A.

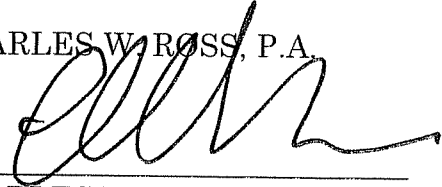
Kim Hernandez Vance, Esquire
201 N. Franklin Street, Suite 200
Post Office Box 3324
Tampa, FL 33601
Attorney for Defendants

Dated: 3/15/06

Approved:

MEDIATOR

CHARLES W. ROSS, P.A.



CHARLES W. ROSS, ESQUIRE
1535 Dr. M.L. King Street North
St. Petersburg, FL 33704
(727) 502-5000

(727) 502-5001(facsimile)

Florida Bar No. 272523

Dated: 3/15/06

MUTUAL GENERAL RELEASE OF ALL CLAIMS

THIS MUTUAL GENERAL RELEASE OF ALL CLAIMS is entered into this ____ day of March, 2006, by and between PETER MARDER ("**Marder**") and LINDA A. BLUME, TLC BLUME INC., PETER KRAJACIC, CHRISTINA KRAJACIC a/k/a TINA KRAJACIC, JOHN BANDO, and LINDA BANDO ("**The Defendants**").

WHEREAS, disputes and differences have arisen between the parties; and

WHEREAS, the parties have been embroiled in litigation in the United States District Court, Middle District of Florida, Tampa Division, Case No.: 8-05-CV-617-T-26TGW ("**The Federal Court Action**"); and

WHEREAS, on March 15, 2006 the parties entered into a Mediation Settlement Agreement pursuant to which the parties resolved all disputes and differences they have or may have arising out of facts or occurrences existing as of this date; and

WHEREAS, Paragraph 2 of the Mediation Settlement Agreement states that the parties agree to execute and exchange mutual general releases;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged:

1. MARDER hereby remises, releases, acquits, satisfies, and forever discharges the Defendants, their assigns, personal representatives, successors, employees and agents of and from all claims, causes of action, suits, demands,

rights, and damages arising out of all prior dealings between the parties which they may have or ever had, from the beginning of the world to the date of this Release, including all such claims and counterclaims brought in the Federal Court Action.

2. The Defendants hereby remise, release, acquit, satisfy, and forever discharge Marder, his assigns, personal representatives, successors, employees and agents of and from all claims, causes of action, suits, demands, rights, and damages arising out of all prior dealings between the parties which they may have or ever had, from the beginning of the world to the date of this Release, including all such claims and counterclaims brought in the Federal Court Action.

3. Upon execution of this Mutual General Release the parties shall instruct their respective attorneys to immediately take steps to dismiss with prejudice the Amended Complaint and the Counterclaim in the Federal Court Action, with each party to bear their own attorneys' fees.

4. This Mutual General Release may be executed in one or more counterparts, each of which may be executed by one or more of the parties hereto, but all of which, when taken together, shall constitute but one agreement.

5. This Mutual General Release may also be executed by facsimile, and a facsimile copy shall be treated with the same force and effect as though it were an original.

IN WITNESS WHEREOF, the parties have executed this Mutual General Release on the date above-first written.

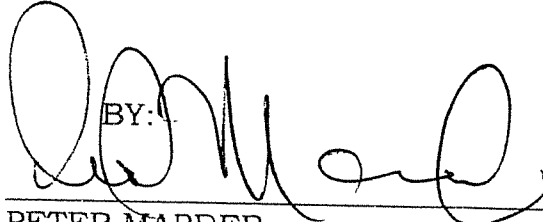
WITNESSES:

Ken Willis

Janet Willis

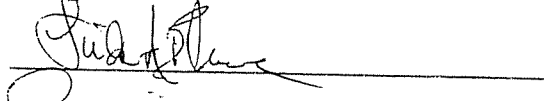
Patti Cannon

Robert E. Cannon

BY: 
PETER MARDER


LINDA A. BLUME

TLC BLUME, INC., a Florida
Corporation

BY: 
Its: President
(Title)

PETER KRAJACIC

CHRISTINA KRAJACIC, a/k/a
TINA KRAJACIC

JOHN BANDO

LINDA BANDO

5. This Mutual General Release may also be executed by facsimile, and a facsimile copy shall be treated with the same force and effect as though it were an original.

IN WITNESS WHEREOF, the parties have executed this Mutual General Release on the date above-first written.

WITNESSES:

BY:

Patti Cannon
Charles E. Cannon

PETER MARDER

Linda A. Blume
LINDA A. BLUME

TLC BLUME, INC., a Florida
Corporation

BY: _____

Its: _____

(Title)

PETER KRAJACIC

CHRISTINA KRAJACIC, a/k/a
TINA KRAJACIC

JOHN BANDO

LINDA BANDO

5. This Mutual General Release may also be executed by facsimile, and a facsimile copy shall be treated with the same force and effect as though it were an original.

IN WITNESS WHEREOF, the parties have executed this Mutual General Release on the date above first written.

WITNESSES:

BY:

PETER MARDER

LINDA A. BLUME

TLC BLUME, INC., a Florida
Corporation

BY: _____

Its: _____

(Title)

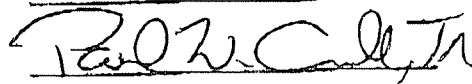
PETER KRAJACIC

CHRISTINA KRAJACIC, a/k/a
TINA KRAJACIC


JOHN BANDO


LINDA BANDO


Peter Cull, Jr.


Peter Cull, Jr.

5. This Mutual General Release may also be executed by facsimile, and a facsimile copy shall be treated with the same force and effect as though it were an original.

IN WITNESS WHEREOF, the parties have executed this Mutual General Release on the date above first written.

WITNESSES:

BY:

PETER MARDER

LINDA A. BLUME

TLC BLUME, INC., a Florida
Corporation

BY: _____

Its: _____

(Title)


PETER KRAJACIC

7-12-06


CHRISTINA KRAJACIC, a/k/a
TINA KRAJACIC

7-12-06

JOHN BANDO

LINDA BANDO

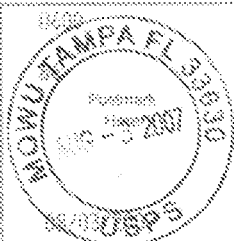
(Domestic Mail Only: No Insurance Coverage Provided)

2010-2011

INNOVATION

CONFIDENTIAL USE

Postage	\$	\$1.31
Certified Fee		\$2.65
Return Receipt Fee (Endorsement Required)		\$0.00
Registered Delivery Fee (Insurance Required)		\$0.00
Total Postage & Fees	\$	\$3.96



Brian Gibbon S
 3936 S Elmwood Blvd Reno
 Orlando, FL 32822